

After recording return document to:  
State of Washington  
Department of Transportation  
Real Estate Services Office  
P O Box 47338  
Olympia WA 98504-7338

Document Title: Option To Purchase Quarry/Pit And Stockpile Site  
Reference Number of Related Document:  
Grantor(s):  
Grantee(s): State of Washington, Department of Transportation  
Legal Description  
Assessor's Tax Parcel Number:

**OPTION TO PURCHASE  
QUARRY/PIT AND STOCKPILE SITE**

This Option Agreement (Agreement) is made by and between the owner, a Washington Corporation, hereinafter referred to as OWNER and the Washington State Department of Transportation, hereinafter referred to as STATE.

For and in consideration of \$, the OWNER hereby grants and conveys unto the STATE the exclusive Option to Purchase the following described lands situated in County, State of Washington:

1. Option Terms and Conditions

The STATE may, at any time ending on , give notice of its intention to exercise this option to purchase the above-described lands. Any notice of intent to exercise its right hereunder shall include a legal description and a map outlining the land to be acquired and shall be mailed by Certified Mail with return receipt requested to (name and address of OWNER)

If the STATE exercises its rights herein, the entire Option Consideration shall be applied to the total purchase price. If the STATE fails to purchase said lands, all rights herein granted shall terminate and all money paid to the OWNERS to secure this Option shall be forfeited to the OWNERS; except, however, that if the OWNERS cannot provide good and sufficient title free and clear of liens, encumbrances and any or all environmental concerns, as herein provided, all money paid by the STATE to secure this Agreement shall be returned to the STATE on demand.

Upon giving notice of its intent to exercise this Option, the STATE shall order a preliminary commitment for title insurance. Title to subject premises shall be conveyed to the STATE free and clear of all liens and defects except any that may be waived by the STATE.

Covenants, conditions, restrictions and easements that do not interfere with the STATE's intended use of subject premises, or any portion thereof, shall not be considered defects of title.

The OWNER agrees to provide the STATE with a permanent non-exclusive easement for ingress, egress and utilities over lands lying adjacent to the subject site as optioned in order to provide viable access to either the state highway system or a public roadway system. Consideration for same will be included in the total purchase price of the lands herein described.

Payment for the Option rights shall be made by State Warrants drawn upon State vouchers executed by said OWNERS in the usual manner of making payments by the STATE.

## 2. Purchase Price

The purchase price for the land acquired under this Option shall be based upon an appraisal prepared and reviewed at the expense of the STATE. If the STATE offers to purchase the land at a cost equal to the option rights to the land shall be considered exercised and the OWNERS are obligated to sell the land specified in the offer.

## 3. Closing

The STATE shall pay any and all costs associated with segregating the portion of land being acquired from the total original parcel, if applicable. It will also provide instruments of conveyance, pay charges for title insurance or reports, and excise tax or revenue stamps, if applicable, in closing the transaction.

Upon full and final payment for the land, the OWNERS shall convey said land to the STATE free and clear of all encumbrances, except as herein provided, by a good and sufficient Special Warranty Deed. A copy of the Special Warranty Deed form is attached hereto.

shall act solely as the agent of the OWNERS does not consent to the Listing Agent acting as a dual agent. It is acknowledged by both parties to the Agreement that the STATE does not participate in commission sales and that any or all commissions related to this transaction are the sole responsibility of the OWNER and the OWNER'S realtor of choice, agents or assigns.

## 4. Environmental Concerns

The OWNER warrants that no hazardous substance, toxic waste, or other toxic substances has been produced, disposed of, or is or has been kept on the premises which if found on the property would subject the OWNER or user to any damages, penalty, or liability under any applicable local, state or. federal law or regulation. OWNER shall indemnify and hold harmless the STATE with respect to any and all damages, costs, attorney fees, and penalties arising from the presence of such substances on the premises, except for such substances as may be placed on the premises by the STATE.

## 5. Right of Entry

This Agreement shall allow the STATE, its employees, contractors and agents the right to enter upon the entire property of the OWNERS where necessary to conduct activities necessary for preliminary testing and development of the site. These activities include but are not limited to the following:

### Surveying

- a. Soil testing
- b. Environmental assessment
- c. Appraising

It is understood that the STATE and its employees contractors and agents shall make every effort to minimize the impact of these activities on the OWNER's property and will insure that the lands will be left in as good or better condition than when the activities were initiated.

It is understood and agreed that title to any improvements or facilities placed on said land by the STATE during the term of the Agreement shall at all times remain with the STATE.

Each party warrants to the other that it has authority to enter into and perform this Option and it has taken all action required to authorize execution of this Option.

It is understood and agreed that the delivery of this Agreement is hereby tendered and that the terms and obligations hereof shall not become binding upon the STATE unless and until accepted and approved hereon in writing for the Washington State Department of Transportation by its Director, Real Estate Services, or his duly authorized representative

Dated: \_\_\_\_\_, \_\_\_\_\_

By: \_\_\_\_\_  
Name

By: \_\_\_\_\_  
Name

Approved as to Form:

Accepted and Approved:

STATE OF WASHINGTON  
Department of Transportation

By: \_\_\_\_\_  
Assistant Attorney General

By: \_\_\_\_\_  
Gerald L. Gallinger  
Director, Real Estate Services

Date: \_\_\_\_\_

STATE OF WASHINGTON            )  
  : ss  
County of                            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2000, before me personally appeared \_\_\_\_\_ and to me known to be the \_\_\_\_\_ and \_\_\_\_\_ of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary action and deed of said corporation, for the uses and purposes therein set fourth, and on oath states that he/she is authorized to execute said instrument and that the Seal affixed is the Corporate Seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date

and year first above written.

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Notary Public in and for the  
State of Washington  
Residing at \_\_\_\_\_  
My Appointment expires \_\_\_\_\_